UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

FILED
SEP 11 1992

IN RE	) Case No. 91-1869 Shanstrom
	) (And Related Action
ALFRED BERT ROBBS, JR.,	) No. 92-928G(P)
an individual,	) **FINDINGS OF FACT,**
	) **CONCLUSIONS OF**
Debtor.)	**LAW AND JUDGMENT**
	) **********

This matter having come on for duly-noticed hearing, the Court, having considered the evidence and arguments submitted by the respective parties, Hughes, Hubbard & Reed ("HH&R"), William T. Bisset (Bisset) and Rita M. Haeusler ("Haeusler") (collectively "the HH&R parties"), on the one hand, and A. B. Robbs, Jr. ("Robbs"), on the other hand, and being fully apprised in the premises, now makes the following Findings of Fact and Conclusions of Law and Judgment in accordance with Bankruptcy Rule 7052.

FINDINGS OF FACT

1. On or about April 24, 1990, HH&R and Robbs entered into a written retention agreement ("the retention agreement").

2. Pursuant to the retention agreement, Robbs agreed to pay HH&R legal fees calculated by multiplying HH&R's customary

hourly rates by the number of hours HH&R worked and to pay other charges and disbursements.

3. Pursuant to the retention agreement and at Robbs' request, the HH&R parties performed legal services for Robbs and his family and incurred expenses for their benefit.

4. Pursuant to the retention agreement, HH&R billed Robbs monthly for the charges payable by Robbs and his family.

5. The HH&R parties served as Robbs' litigation counsel in connection with C.G.S.M. v. Robbs (Case No. 89-1246-K(IEG)) and McClue v. Robbs (Case Nos. 2 CIVIL B053005 (California Court of Appeal), SC000625 (California Superior Court), and 76-180-00173-90 (American Arbitration Association).

6. Robbs has not paid HH&R for the legal services that it performed and other related charges payable pursuant to the retention agreement in connection with the C.G.S.M. and McClue actions from February 1 through April 1, 1991, the reasonable value of which is $142,553.43.

7. The HH&R parties committed no legal error in providing legal services to Robbs and his family in connection with the C.G.S.M. and McClue actions in suggesting that Robbs consider the possibility of instituting bankruptcy proceedings, in providing a list of possible bankruptcy counsel or otherwise.

8. The HH&R parties exercised due care and were not negligent in providing legal services to Robbs and his family in connection with the C.G.S.M. and McClue actions, the Robbs bankruptcy or otherwise.

9. The matters about which Robbs complains involve judgments made by the HH&R parties regarding litigation tactics and strategy.

10. The proximate cause of the return of the verdicts adverse to Robbs in the C.G.S.M. and McClue actions was Robbs' own conduct, for which the HH&R parties are not responsible, and there is no evidence that a better result for Robbs would or could have been obtained but for any act or omission of the HH&R parties.

11. Robbs owes HH&R $142,553.43 for services rendered to Robbs and his family at Robbs' request.

12. To the extent that any of these Findings of Fact are in whole or in part Conclusions of Law, the Court also so concludes as a matter of law.

CONCLUSIONS OF LAW

1. The HH&R parties' acts and omissions as litigation counsel in connection with the C.G.S.M. and McClue actions are immune from liability.

2. The HH&R parties committed no legal error in providing legal services to Robbs and his family in connection with the C.G.S.M. and McClue actions, in suggesting that Robbs consider the possibility of instituting bankruptcy proceedings, in providing a list of possible bankruptcy counsel or otherwise.

3. The harm that Robbs alleges is speculative and not proximately caused by any act or omission of the HH&R parties.

4. HH&R is entitled to recover its unpaid costs and legal fees from Robbs in the amount of $142,553.43.

5. To the extent that any of these Conclusions of Law are in whole or in part Findings of Fact, the Court also so finds.

From the foregoing Findings of Fact and Conclusions of Law, the Court now enters the following Judgment.

JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Claimant HH&R shall recover from debtor Robbs the sum of $142,533.43, which is the reasonable value of the legal services that HH&R rendered and billed to Robbs and his family with respect to the period February 1 through April 1, 1991, in connection with the C.G.S.M. and McClue actions.

2. The Clerk of Court is hereby directed to enter judgment accordingly.

DONE and DATED this 11th day of September, 1992.

/s/

United States District Judge

APPENDIX C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

FILED
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IN RE
ALFRED BERT ROBBS, JR.,
an individual,

Debtor.

Case No. 91-1869 Shanstrom

MEMORANDUM AND ORDER

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Debtor in the above-entitled matter seeks a reconsideration or the Court's Findings of Fact and Conclusions of Law dated September 11, 1992, and entered on the Motion for Summary Judgment and/or Judgment on the Pleadings filed by Claimant Hughes, Hubbard & Reed (HH&R). Counsel for the respective parties argued the Motion for Reconsideration in a telephonic hearing before the Court conducted on November 20, 1992. At the conclusion of oral argument, I denied the pending motion and took under advisement Claimant's motion for sanctions. Consistent with my bench ruling on November 20, 1992, I now offer the following written rationale for denying Mr. Robbs' motion to reconsider.

In the Memorandum in Support of the Motion for Reconsideration filed in this matter, the Debtor advances the motion "pursuant to Federal Rules of Civil Procedure ("F.R.C.P") 52(b), 59(a), 59(e), 60(b) and 72 and pursuant to Federal Rules of Bankruptcy Procedure ("Bankruptcy Rule") 3008, 7052, 8015, 9023, 9024 and 9033." Regardless of the procedural and/or jurisdictional ground on which Mr. Robbs chooses to proceed, he has failed in his burden of justifying relief from the final

judgment, findings of fact and conclusions of law. While the rules cited by Mr. Robbs provide the Court with the authority to amend or vacate a judgment in a variety of situations, they all require, or at least presuppose, a reason for doing so. The moving papers and supporting brief filed by Mr. Robbs are simply a re-hashing of arguments previously advanced and rejected on September 11, 1992.[1] The appropriate forum to reargue the matters raised in September by Mr. Robbs is before the Ninth Circuit Court of Appeals.

At the time of the hearing on Claimant HH&R's pre-petition fees, I considered the written retention agreement between HH&R and Mr. Robbs and I considered, as well, the customary hourly rates charged by HH&R. Many of the hours worked and the expenses incurred by HH&R counsel occurred during a trial over which I presided. In September, I found those charges and expenses reasonable and necessary in light of the litigation in which Mr. Robbs was involved. I have now heard for the second time Mr. Robbs' allegations of malpractice against his litigation counsel (HH&R's William T. Bisset and Rita Hauesler). I find such assertions preposterous. Mr. Bisset's and Ms. Hausler's representation was exemplary on behalf of a difficult client in a difficult legal predicament. In light of this, I am not without sympathy for HH&R's request for sanctions in the present matter. I am unable to find, however, that the present Motion for Reconsideration is entirely without justification.

Based on the rationale advanced above and consistent with my bench ruling on November 20, 1992,

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[1] Claimant HH&R underwent considerable time and expense to reveal the repetitive nature of Mr. Robbs' motion to reconsider. See Exhibit A of HH&R's Memorandum of Points and Authorities In opposition to Robbs' Motion For Reconsideration; Request for Sanctions Against Robbs and His Counsel Under Rule 11 and 28 USC § 1927; Declaration of William T. Bisset.

IT IS ORDERED that Debtor Robbs' motion to reconsider the September 11, 1992 Findings of Fact and Conclusions of Law and final judgment is hereby denied.

IT IS FURTHER ORDERED that Claimant HH&R's motion for sanctions under Rule 11 and 28 USC § 1927 is hereby denied.

The Clerk of Court is directed to forthwith notify the parties of the making of this order.

DONE and DATED this 7th day of December, 1992.

/s/
United States District Judge